

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION**

Kenneth Ellingson,)	C.A. No.: 3:24-3664-JFA
)	
Plaintiff,)	
)	
vs.)	C O M P L A I N T
)	(ERISA)
Life Insurance Company of)	
North America d/b/a Cigna,)	(Non-jury)
Trustee of the Group Insurance)	
Trust for Employers of the)	
Manufacturing Industry, and)	
Arrow Shed, LLC's Insurance)	
Plan,)	
)	
Defendants.)	
)	

Plaintiff Kenneth Ellingson ("Plaintiff"), complaining of the Defendant herein,
would show unto this Honorable Court as follows:

NATURE OF THE ACTION

1. This lawsuit stems from a wrongful denial of benefits under the Employee Retirement Income Security Act of 1974 (hereinafter "ERISA"), 29 U.S.C. § 1001, *et seq.* As an employee of Shelter Logic d/b/a Arrow Sheds, LLC for about 28 years, Plaintiff was eligible for disability benefits through LINA. He worked a heavy manual labor job. While working, doctors diagnosed him with double bilateral knee replacements, severe tendonitis in his shoulder, stage 3 colon cancer, degenerative disc disease with stenosis and radiculopathy, bilateral hand fractures, hearing loss, tinnitus, color blindness, hypertension, hyperlipidemia, diabetes mellitus, dorsalgia, insomnia, gastrointestinal issues, post color-resection, hernia, asthma, ankle edema, abnormal gait, history of falling, depression, and side effects of medication. He was 61 years old when his

disability began. Plaintiff was disabled and applied for long-term disability (“LTD”) benefits. Defendants have wrongfully denied Plaintiff LTD benefits. Plaintiff seeks back benefits, clarification of rights to future benefits, prejudgment interest, attorney’s fees, costs and expenses, and other equitable remedies from Defendants.

VENUE AND JURISDICTION

2. Plaintiff is a citizen and resident of Blythewood, South Carolina.
3. At all times relevant to this lawsuit, Plaintiff lived in Richland County, South Carolina.
4. At all times relevant to this lawsuit, Plaintiff worked in Rock Hill, South Carolina for Shelter Logic d/b/a Arrow Shed, LLC (“Arrow Shed”).
5. As an Arrow Shed employee, Plaintiff participated in the Trustee of the Group Insurance Trust for Employers of the Manufacturing Industry and Arrow Shed, LLC’s Insurance Plan.
6. Defendant Trustee of the Group Insurance Trust for Employers of the Manufacturing Industry and Arrow Shed, LLC’s Insurance Plan (herein after “Plan”) was an ERISA welfare benefits plan, as defined by 29 U.S.C. § 1002(1) and 29 U.S.C. § 1132(d)(a) *et seq.*
7. The Plan provided long-term disability (“LTD”) benefits to Plaintiff.
8. At all times relevant to this lawsuit, Arrow Shed, LLC has served as the Plan Sponsor.
9. At all times relevant to this lawsuit, Defendant LINA insured the LTD benefits provide by the Plan.
10. At all times relevant to this lawsuit, Defendant LINA served as the fiduciary

to the LTD Plan.

11. Defendant LINA served as the underwriting insurance company to the LTD Plan.

12. The LTD Plan was insured by LINA under Policy Number SGD - 603966.

13. Defendant LINA is a foreign corporation incorporated in Maine and headquartered in Chattanooga, Tennessee.

14. Defendant LINA issued the LTD Plan to South Carolina residents, and thus has availed itself to the state of South Carolina.

15. Defendant LINA does business in South Carolina.

16. At all times relevant to this lawsuit, Defendant LINA has been the insurer of the LTD benefits provided under the Plan.

17. At all times relevant to this lawsuit, Defendant LINA has been the claims administrator of LTD benefits provided by the Plan.

18. Plaintiff has been a participant in the LTD Plan at all times relevant to his claim for LTD benefits described herein.

19. Under the LTD Plan, Plaintiff was entitled to continuation of LTD benefits so long as he remained disabled.

20. Defendants' refusal to pay Plaintiff LTD benefits was wrongful.

21. As this action arises out of employee group welfare benefit plans, the case is governed by ERISA, 29 U.S.C. § 1001, *et seq.*

22. Venue is proper under ERISA as the Plan was administered in Richland County, South Carolina where Arrow Shed employed him.

23. This Court has federal question jurisdiction under ERISA.

FACTS

24. Shelter Logic d/b/a Arrow Sheds, LLC employed Plaintiff for about 28 years.

25. Plaintiff had a heavy manual labor job with Arrow Sheds.

26. At all times relevant to this lawsuit, Plaintiff lived in Richland County, South Carolina.

27. Plaintiff participated in Plan as an employee of Arrow Sheds.

28. Plaintiff was injured at work on October 17, 2017.

29. Plaintiff's last day worked was October 17, 2017.

30. Plaintiff timely applied for LTD benefits from Defendants.

31. Plaintiff was eligible for LTD benefits in April 2018.

32. Defendants initially denied Plaintiff LTD benefits.

33. Defendants then approved Plaintiff for LTD benefits on appeal.

34. Defendants denied or cancelled Plaintiff LTD benefits multiple times.

35. The federal government determined that Plaintiff was unable to engage in any substantial gainful activity and granted Social Security Disability Insurance Benefits.

36. Defendants then asserted that they had overpaid Plaintiff and insisted upon repayment.

37. Plaintiff repaid Defendants in full for the alleged Social Security overpayment.

38. Defendants then failed to pay Plaintiff any benefits from April 9, 2020, through March 23, 2021, at the rate of \$579.00 per month.

39. Plaintiff timely appealed the denial of benefits.

40. Plaintiff exhausted all administrative remedies prior to filing this lawsuit.

41. Defendants' failure to pay Plaintiff has damaged his credit and caused him severe financial distress.

FOR A FIRST CAUSE OF ACTION

(For benefits, taxable costs, interest, and attorney's fees
Pursuant to ERISA, 29 U.S.C. §§ 1132(a)(1)(B) and (g))

42. The allegations of paragraphs One (1) through Forty-one (41) not inconsistent herewith are hereby realleged as fully and effectually as is set forth herein verbatim.

43. Defendants' denial of benefits was wrongful under ERISA, 29 U.S.C. § 1132 (a)(1)(B).

44. As a result of Defendants' wrongful denial of benefits, Plaintiff has been forced to incur significant legal fees, costs, and expenses to secure his rightful benefits.

45. Defendants have the ability to satisfy an award of attorney's fees under 29 U.S.C. § 1132(g) and awarding Plaintiff reasonable attorney's fees would not be a hardship.

46. Awarding attorney's fees would likely deter any continued mismanagement and mishandling of claims for benefits from these employee group plans so as to prevent this type of situation from occurring to the many other participants in LTD Plan, who are eligible for similar additional coverage benefits and would suffer substantial hardships in seeking remedy.

47. Awarding Plaintiff reasonable attorney's fees is part of the legislative intent

of Congress expressed in 29 U.S.C. Section 1001(b), in that ERISA was enacted to protect the interests of welfare plan participants by providing for appropriate remedies and sanction when Plan terms and/or ERISA are violated.

48. Based upon the foregoing, Plaintiff is entitled to an order declaring the existence of his entitlement to LTD benefits under the Plan; to order granting him back benefits due; to an order granting Plaintiff reasonable attorney's fees, prejudgment interest, costs, expenses incurred in connection with this lawsuit pursuant to ERISA, 29 U.S.C. Section 1132(g)(1); and for such other equitable relief as this Court deems just and proper.

WHEREFORE, having fully stated his Complaint against Defendants, Plaintiff prays for a declaration of entitlement to LTD benefits pursuant to 29 U.S.C. § 1132(a)(1)(B), attorney's fees and costs pursuant to 29 U.S.C. § 1132(g) from Defendants, statutory penalties, and such other and further equitable relief as this Court deems just and proper, including pre-judgment interest on all benefits due from the point at which benefits were payable through the time of judgment.

Respectfully submitted,

s/Nekki Shutt

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Columbia, South Carolina

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